

3-0305

Contract no. 256

09-06

AGREEMENT

BETWEEN

Jersey City City  
CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION

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X JULY 1, 1988 - AUGUST 31, 1990

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PREAMBLE

THIS AGREEMENT, entered into this 21<sup>st</sup> day of October, 1988 by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "CITY", and the JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all the bargainable issues between the City and the Association.

## ARTICLE I

### RECOGNITION

The City hereby recognizes the Association as the exclusive collective negotiations agent for all School Traffic Guards employed by the City.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, duties and responsibilities under R.S. 40 and R.S. 11 or any other national state, county or local laws or ordinances.

### ARTICLE III

#### WORK HOURS

The City shall maintain the current work week of approximately twenty (20) hours per week providing there is no interference with the ability of the City to maintain appropriate coverage at traffic crossings.

### ARTICLE III-A

#### HOLIDAYS

A. Employees who have completed one (1) calendar year of employment shall receive six (6) paid holidays at their daily rate of pay commencing with their second year of employment.

B. These monies shall be paid in the following manner:

1. Two Holidays to be paid at Thanksgiving.
2. Two Holidays to be paid at Easter.
3. One Holiday to be paid at Memorial Day.
4. One Holiday to be paid at Martin Luther King Day.

C. The City shall at its discretion, compensate employees for any days which, although scheduled for, were not in fact worked through no fault of employees. In the event the number of days herein referred to varies in accordance with the schedule of public and parochial schools, the City shall compensate as above for the number of such cancelled day common to both groups.

D. Holiday pay shall be paid in the pay period during which the Holiday falls.

ARTICLE IV  
HOSPITALIZATION AND INSURANCE

A. In accordance with the understanding reached during our collective negotiations, it is the position of the City that it will provide our Basic Health Insurance package to any employees within your bargaining unit who have no insurance coverage through employment outside of the bargaining unit, or through employment by a spouse or other family member who covers them.

B. Effective, the date of signing, the City shall provide Life Insurance in the amount of Seven Thousand, Five Hundred (\$7,500.00) Dollars for each employee.

C. A Family Prescription Plan will be provided by the City. A \$2.00 co-payment must be paid by the employee for each prescription.

D. A Family Optical Plan will be provided by the City:

Effective January 1, 1988 - \$50.00

Effective January 1, 1989 - \$65.00

Effective January 1, 1990 - \$75.00

per employee, per year.

E. The City shall have the right to change insurance carriers as long as substantially similar benefits are provided.

ARTICLE V

SALARIES

A. School Traffic Guards shall receive compensation for the life of this Agreement as follows:

School Traffic	<u>1st Pay Sept. 1, 1988</u>	<u>1st Pay Sept. 1, 1989</u>
Guards with Less		
than One (1) Year	\$24.00	\$25.00
Service.		

School Traffic	<u>1st Pay Sept. 1, 1988</u>	<u>1st Pay Sept. 1, 1989</u>
Guards with One (1)		
Year of Service or	\$30.00	\$31.00
More.		

B. Placement and adjustment on the above salary guide shall be made by the first pay period following an employee's anniversary date of employment by the City.

C. It is specifically understood that the daily rate set forth above shall be applicable to all employees regardless of the number of hours in their assigned schedule.

D. All increases are subject to completion of one (1) year service on or about employees anniversary date.

## ARTICLE VI

### SICK LEAVE

A. After completion of six (6) months service, all employees employed by the employer shall be entitled to five (5) sick leave days with pay per work year. Members of the bargaining unit who have completed five (5) years or more continuous service shall be entitled to six (6) sick days.

B. Any amount of sick leave allowance not used in any work year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

#### C. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, the supervisor must be notified at least one-half (1/2) hour prior to the employee's usual reporting time.

#### D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused sick time.

1. Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty percent (80%) of all unused sick time.



## ARTICLE VII

### BREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, s/he shall be entitled to time off with pay from the day of death up to and including the day after the funeral, but in no event, to exceed five (5) working days.

B. Immediate family, for purposes of the Article, shall be defined as follows: Husband, wife, mother, father, son, daughter, sister, brother, grandparents, grandchildren, sister-in-law, or any other relative residing in employee's immediate household.

C. An employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of him/herself or his/her spouse.

## ARTICLE VII

### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from his/her position or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the even of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed ground for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

## NO-STRIKE PLEDGE (CONTINUED)

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## ARTICLE IX

### UNIFORMS

A. The City agrees to supply appropriate uniforms to its employees subject to this Agreement.

B. Upon the fifth anniversary of each employee an inspection will be made at which time all unserviceable equipment will be replaced.

C. In September of each year, the City shall supply one new hat, shirt and pair of Boots to each permanent employee.

## ARTICLE X

### DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e), as amended. Said monies shall be transmitted monthly to the Association.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Association.

The Association agrees that it will indemnify and save harmless the City of Jersey City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Association under this Article.

## DEDUCTIONS FROM SALARY (CONTINUED)

C. The City will provide the Union prior to January 1, and July 1, of each year, a list of any employees requesting the termination of dues check-off.

### D. Agency Shop

Effective July 1, 1980, and in accordance with the agency shop statute, the City hereby agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union.

### E. Representation Fee

#### a. Purpose of Fee

If any eligible member of this bargaining unit does not become a member of the Association upon being employed by the City, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to off-set the employee's per capita cost of services rendered by the Association as majority representatives.

### F. Amount of Fee

#### a. Notification

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

#### b. Legal Maximum

In order to adequately off-set per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount, solely because that is the maximum presently allowed by law.

## DEDUCTIONS FROM SALARY (CONTINUED)

### b. Legal Maximum (continued)

If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

### G. Reduction and Transmission of Fee

#### 1. Notification

The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### 2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Association during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

#### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

#### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

## DEDUCTIONS FROM SALARY (CONTINUED)

### 5. Changes

The Association will notify the City in writing of any changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received notice.

### 6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of such employees. This list shall be in addition to the requirements of Paragraph E-a above.

### 7. Indemnification

The Union in exchange for implementation of said Agency Shop hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as a result of the implementation of the Agency Shop Provision.

## ARTICLE XI

### SENIORITY

A. Seniority is defined as an employee's total length of permanent service with the employer in a particular class of position.

B. Vacancies shall be made known to the President of the Association. Within five (5) days of said notification, the President may present requests for transfer. In the event more than one member request the same vacancy, the Senior Employee shall be given the preference.

C. Transfers shall be made in accordance with the highest seniority among employees desirous of receiving the transfer. If there are no volunteers, then the least senior employee shall be transferred.

D. In the event an employee moves from one district to another, said employee shall be offered any positions which are vacant in her new district. Should no vacancies exist, the employee shall continue to work in her original position, until a vacancy occurs closer to her home.

## SENIORITY (CONTINUED)

E. All permanent and temporary vacancies shall be made known to the President of the Association.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible, so as to assure efficiency and promote employee's moral. The parties agree that this procedure will be kept as informal as may be appropriate.

2. No employee within the bargaining unit shall have the right to discuss or resolve any grievance above Step One without the presence herein by the Union, whether such employee is a member or non-member of the Union.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union, or the City, subject Article entitled "Grievance Procedure" A-2.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

##### STEP ONE

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and the Police Superior in charge of Traffic, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Union must be notified and made a part of each and every grievance and hearing.

GRIEVANCE PROCEDURE (CONTINUED)

STEP ONE (CONTINUED)

(b) The Police Superior shall render a decision in writing five (5) days after the receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved, and filed with the Deputy Chief in charge of Uniformed Patrol, or his designee, within five (5) days following the determination by the Police Superior.

(b) The Deputy Chief, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination by the Deputy Chief, or his designee, the matter may be submitted to the Department Director.

(b) A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance by the Department Director, the Union, and the grievant.

STEP FOUR:

(a) If the grievance is not settled through Steps One, Two, and Three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Department Director. An Arbitrator shall be selected pursuant to the rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Department Director. In the event the aggrieved elects to pursue his/her Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

## GRIEVANCE PROCEDURE (CONTINUED)

### STEP FOUR (CONTINUED)

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provision of this Agreement or any amendment or supplement thereto.

(d) The costs for the service of the Arbitrator shall be born equally between the City and the Union, if the Union is the moving party, otherwise the grievant shall bear one-half of the expense. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties, subject to legal remedies of the parties.

### D. MISCELLANEOUS PROVISIONS

1. The Union President, or his/her authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member, or non-member.

## ARTICLE XIII

### SERVERABILITY AND SAVINGS

Should any provision of this Agreement be found to be in violation of State Law or found to be unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific provision of the Agreement affected by the decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated provision if said provision provides an economic benefit to the employees.



ARTICLE XIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporated the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XV

VISITATION - WORK SITES

A. Accredited Representatives of the Association, not to exceed two (2), shall be permitted to visit Police Headquarters, Sub-stations, or the office of the Police Director for the purpose of observing working conditions or assisting in the adjustment of grievances. The Association will request such permission from appropriate City Officials and such permission will not be unreasonably withheld.

B. The President and in her absence, the Vice-President shall be entitled to devote reasonable time to the administration and enforcement of this Agreement.

Such time-off will include; being relieved from duty for one (1) full day when it is necessary for Union Representatives, (not to exceed two (2) days), to be present at any union business except contract negotiations where a maximum of four (4) representatives will be present.

ARTICLE XVI  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1988 and shall remain in effect to and including June 30, 1990 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey on this 21<sup>st</sup> day of OCTOBER, 1988

JERSEY CITY SCHOOL TRAFFIC  
GUARDS ASSOCIATION:

BY: *[Signature]*

BY: *[Signature]*

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY

BY: *[Signature]*

ANTHONY R. CUCCI  
Mayor

BY: *[Signature]*

BENJAMIN LOPEZ  
Business Administrator

ATTEST:

*[Signature]*  
HELEN J. KOZMA  
City Clerk

ATTEST:

*[Signature]*  
LOUIS IPPOLITO  
Director of Labor Relations